RIDER E
Program Requirements
Office of Child and Family Services

Eligibility and Access

1. All individuals meeting clinical and programmatic criteria for a Department Office of Child and Family Services funded service provided under this Agreement are eligible for that service without regard to income. Fees shall be assessed in accordance with applicable statute, 34-B M.R.S.A. §1208(8) and rules promulgated there under.
2. The Provider shall not deny services to any person solely on the basis of the individual's having experienced trauma, a known mental illness or a known substance use/abuse disorder or because that individual takes prescribed psychoactive medications or participates in medication assisted treatment of their substance use.

Language Access

3. Interpretation Services (Communication Access). The Provider shall determine the primary language of individuals requesting services and ensure that the services are provided either by a bi-lingual clinician or with the assistance of a qualified interpreter when English is not the primary language. If not otherwise funded by MaineCare or some other source, the Provider shall obtain the service at its own expense. The client shall not be charged.

4. Accessibility for the Deaf and Hard of Hearing
   a. The Provider shall be knowledgeable regarding the use of Telecommunications Relay Services (TRS) and telecommunications devices for the deaf (TTY or TDD) and train staff in the use of this service and/or equipment, per DHHS Language Access Requirements for Providers.
   www.maine.gov/dhhs/language_access.shtml
   b. In keeping with the Americans with Disabilities Act, the Provider shall obtain the services of a qualified sign language interpreter or other adaptive service or device when requested by a consumer or family member, and if not otherwise funded by MaineCare or some other source, shall obtain the service at its own expense. The client shall not be charged. Interpreters must be licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration. The Provider shall document the interpreter's name and license number in the file notes for each interpreted contact.

5. Deaf and/or severely hard of hearing Providers who serve deaf and/or severely hard of hearing consumers shall:
   a. Provide visible or tactile alarms for safety and privacy (e.g., fire alarms, doorbell, door knock light);
   b. Provide or obtain from the Maine Center on Deafness loan program a TTY or fax as appropriate for the consumers' linguistic ability and preference and a similar device for the program office; and
   c. Train staff in use and maintenance of all adaptive equipment in use in the program, including but not limited to: hearing aids, TTY, fax machine, caption controls on TV, and alarms.

6. Provider responsibilities: deaf, hard of hearing and/or nonverbal clients. Providers who serve deaf, hard of hearing, and/or nonverbal consumers for whom sign language has been determined as a viable means of communication shall:
   a. Provide ongoing training in sign language and visual gestural communication to all staff who need to communicate meaningfully with clients, and document staff attendance and performance goals with respect to such training;
   b. Develop clear written communication policies for the agency and each program of the agency, including staff sign/visual gestural proficiency expectations, and when and how to provide qualified sign language interpretation; and
   c. Ensure that the staff has a level of proficiency in sign language that that is sufficient to communicate meaningfully with consumers.

Service Planning

7. The Provider shall use uniform intake and assessment tools and procedures as prescribed by the Department, and shall report uniform data elements according to reporting schedules established by the Department. The Provider also shall use and abide by all policies, procedures and protocols developed by the Department, including without limitation procedures and protocols for tracking and reporting (i) grievances and rights violations, and (ii) critical incidents as defined by the Department. The Provider shall develop the capacity to electronically transmit identified uniform data elements in accordance with specifications established by the Department.

8. The Provider agrees to abide by procedures identified by the Department for the implementation of the child or youth's Individualized Service/Treatment Plan.

Service Standards

9. All individuals who are receiving services are entitled to any and all other supports, services, benefits, or entitlements that are available to the general public in their communities. If an individual's assessment for needed services identifies a need for such support, service, benefit, or entitlement that the Provider is unable to provide, the Provider shall make a corresponding referral for that service and document the referral. The Provider shall offer any necessary provision or linking to case management functions, if the individual desires.

10. The Provider shall supply all staff training as required by the Department to ensure appropriate provision of services under this Agreement. The Provider's staffing of all service programs contracted herein shall be adequate to meet the needs of clients in the programs. The Provider shall notify the Program Administrator within twenty four (24) hours as to any staffing changes that cause the Provider to be in non-compliance with this paragraph.

11. The Provider shall not reduce, terminate, or otherwise interrupt services which the Provider hereby agrees to deliver to the client and which are described in this Agreement, without complying with the following terms: that the Provider shall give due process notification as required by MaineCare regulations, Chapter 1 of the MaineCare Benefits Manual.

System of Care Principles

12. The goal of the Department is that Providers are integrated in a Trauma Informed System of Care. Providers will promote the Federal Substance Abuse and Mental Health Services Administration's (SAMHSA) System of Care Principles of 1) Family Driven, 2) Youth Guided, and 3) Culturally and Linguistically Competent care. These three System of Care Principles are described at http://systemsofcare.samhsa.gov/.

13. An additional principle for a Maine's Office of Child and Family Services system of care is that it is Trauma Informed. An agency that is Trauma Informed:
    a) **Definition:** Is able to define psychological trauma.
    b) **Trauma and Illness:** Understands the development over time of the perception of psychological trauma as a potential cause and/or complicating factor in medical or psychiatric illnesses.
    c) **Prevalence and Sequelae:** Is familiar with current research on the prevalence of psychological (childhood and adult) trauma in the lives of persons with serious mental health and substance abuse problems and is able to list possible sequelae of trauma (e.g. post traumatic stress disorder (PTSD), depression, generalized anxiety, self-injury, substance abuse, flashbacks, dissociation, eating disorder, revictimization, physical illness, suicide, aggression toward others).
    d) **Trauma-Related Dynamics:** Has a basic understanding of symptoms, feelings and responses associated with trauma and traumatizing relationships.
    e) **Trauma-Informed Services:** Understands key principles of trauma-informed services; ensuring physical and emotional safety; maximizing consumer choice and control; maintaining clarity of tasks and boundaries; ensuring collaboration in the sharing of power; maximizing empowerment and skill building.
    f) **Avoidance of Retraumatization:** Considers all consumers as potentially having a trauma history, understands how such individuals can be retraumatized and is able to interact with consumers in ways that avoid retraumatization.
    g) **Personal and Professional Boundaries:** Is able to maintain personal and professional boundaries in ways that are informed and sensitive to the unique needs of a person with a history of trauma.
    h) **Unusual or Difficult Behaviors:** Understands unusual or difficult behaviors as potential attempts to cope with trauma. Has respect for people's coping attempts and avoids rush to negative judgments.
    i) These Trauma Informed Competencies can be found at http://muskie.usm.maine.edu/cfl/Competencies/general.htm

Co-Occurring Capability

14. The goal of the Department is that all Providers become Co-occurring Disorder (COD) Capable. (COD-C) as set forth at http://www.maine.gov/dhhs/cosii/provider/word/DefinitionCodCapable.doc This expectation is reflected in Department policy and it is expected that all Providers have achieved this by June 30, 2011. New providers have one calendar year from the date of the start of the contract to achieve this capability. The principles of a COD capable program include that it "is organized to welcome, identify, engage and serve individuals with co-occurring substance abuse and mental health disorders and to incorporate attention to these issues in all aspects of program content and documentation. Such programs provide services that incorporate understanding of

and approaches to substance abuse problems as they relate to and affect the mental health disorder." The principles apply as well to individuals who may have co-occurring Intellectual Disorders (Mental Retardation) and Pervasive Developmental Disorders.

15. The Provider shall make available to all staff and consumers a formal statement of commitment to implementing COD-C programs, referring to the principles state herein.

Additional information regarding the Co-Occurring State Integration Initiative is available at http://www.maine.gov/dhhs/cosii/index.shtml.

Screening

16. The Provider shall utilize the AC-OK Adolescent Screening Tool or other Department approved tool for identifying people who have experienced co-occurring disorders, trauma and mental health issues.

Miscellaneous

17. Anticipated Program Closure. The Provider must communicate in writing directly with the Residential Services Supervisor regarding any anticipated closing of the Provider's operations or any program operations at the earliest possible date and no later than sixty (60) days prior to the anticipated closure date, with the exception of reasonably unforeseen circumstances. The written communication shall include specifics including, but not limited to, the date of expected closure, description of any and all programs affected, number of clients to be impacted, plans for addressing the needs of the clients to be affected, and the name and contact information for the person(s) responsible for the care of clients to be affected and their records.

    In addition, the Provider shall report to the Program Administrator all major programming and structural changes in programs funded, seeded, or licensed by the Department within the time frame noted above. Any changes that add or alter existing services must be negotiated and approved by the Interdepartmental Resource Review (IRR) process prior to implementation. Major program changes reportable to the Program Administrator include, but are not limited to, the following: (1) the addition of new services; (2) serving a population not served by the agency previously; (3) significant increases or decreases in service capacity; (4) significant changes in the organizational structure; (5) changes in the executive director or name or ownership of the agency; or 6) relocation of services. For MaineCare funded services, the Provider shall give due process notification as required by MaineCare regulations, Chapter 1 of the MaineCare Benefits Manual.

18. The Provider shall participate in Department sponsored Provider meetings at the local, state and the regional/district level from which funds are contracted, and work cooperatively with the Department in responding to and carrying out the following activities:
    a. tracking requests for services for eligible individuals and, where necessary, facilitating referrals;

b. Monitoring utilization of established standards practice guidelines as specified by the Department;
c. Collaborating work (planning, coordinating, sharing information) with providers of case management, in-home support and treatment, and other child-serving Departments.
d. Collaboration with other agencies to maximize access to services and to facilitate transition planning from one service to another, one agency to another or from one system to another (e.g. child to adult services)

19. An agency shall not conduct an internal investigation in lieu of reporting an incident and shall not conduct internal reviews ahead of Department investigations without the approval of the Department via the program site's licensing worker or licensing supervisor.
20. Department personnel may make unannounced visits.